

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA2	Page 1 of 21
2. Contract No.		3. Solicitation No. W31P4Q-07-R-0139		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007JUN01	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-TM-H REDSTONE ARSENAL AL 35898-5280 WEAPON SYSTEM: HELLFIRE			Code W31P4Q	8. Address Offer To (If Other Than Item 7) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-AC BLDG 5303 REDSTONE ARSENAL, AL 35898		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** BLDG 5303, FOYER **until** 2007JUL30 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name BERTHA MATHEWS E-mail address: BERT.MATHEWS@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256) 876-5532
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified				
0001AA	<p>PRODUCTION QUANTITY</p> <p>NOUN: VERIF PROCEDURE TECH MANUAL PRON: 7D7EPF1180 PRON AMD: 01 AMS CD: 44200230000</p> <p>THIS CLIN IS ESTABLISHED TO PROVIDE DETAILED VERIFICATION PROCEDURE TECHNICAL MANUAL (TM) IN ACCORDANCE WITH SOW PARAGRAPH 3.2.3</p> <p>(End of narrative B001)</p> <p>Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80E6J7046EP01 W80E6J M 2 PROJ CD BRK BLK PT 000 DEL REL CD QUANTITY DEL DATE 001 1 31-JUL-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W80E6J) XR W27P PEO TAC MSL AVIATION ROCKETS AND MISSILES PM MARTIN RD BLDG 5250 REDSTONE ARSENAL AL 35898-5610</p>	1	EA	\$	\$
0002	SECURITY CLASS: Unclassified				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0002AA	<div>SERVICES LINE ITEM</div> <div>NOUN: CD TRNG PKG/COMP BASED TRNG PRON: 7D7EPF1080 PRON AMD: 01 AMS CD: 44200230000</div> <div>THIS CLIN IS ESTABLISHED TO PROVIDE COMPUTER BASED TRAINING IN ACCORDANCE WITH SOW, PARAGRAPH 3.2.2.</div> <div>(End of narrative B001)</div> <div>Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERF COMPL <table><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>30-SEP-2007</td></tr></table><div>\$</div></div>	REL CD	QUANTITY	DATE	001	0	30-SEP-2007		BK		\$
REL CD	QUANTITY	DATE									
001	0	30-SEP-2007									
0003	<div>NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified</div>										
0003AA	<div>PRODUCTION QUANTITY</div> <div>NOUN: PERFORMANCE SPT SYSTEM PRON: 7D7EPF1280 PRON AMD: 01 AMS CD: 44200230000</div> <div>THIS CLIN IS ESTABLISHED TO PROVIDE PERFORMANCE SUPPORT SYSTEM IN ACCORDANCE WITH SOW PARAGRAPH 3.2.3</div> <div>(End of narrative B001)</div> <div>Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</div> <div>Packaging and Marking</div>	1	EA	\$	\$						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div> <div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001 W80E6J7046EP02 W80E6J M 2</div><div>PROJ CD BRK BLK PT</div><div>000</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 1 30-NOV-2007</div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: (W80E6J) XR W27P PEO TAC MSL AVIATION ROCKETS AND MISSILES PM MARTIN RD BLDG 5250 REDSTONE ARSENAL AL 35898-5610</div>				

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUN/1997
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-2	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.222-3	CONVICT LABOR	JUN/2003
I-18	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-19	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-23	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
I-24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-25	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-26	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	OCT/2003
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-38	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE - (AUG 87) - ALTERNATE I	APR/1984
I-41	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-42	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-50	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
I-51	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-52	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007

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	Regulatory Cite	Title	Date
I-53	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-54	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-55	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-56	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-57	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.			
(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.			
(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."			

(End of clause)

I-58	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
(a) Definition. As used in this clause -			
"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.			
(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).			
Notice to Employees			
Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.			
If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.			
For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:			
National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)			
To locate the nearest NLRB office, see NLRB's website at http://www.nlr.gov .			

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(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to -

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall --

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I-59 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
<http://www.acqnet.gov/far>

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DFARS Clauses:

<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:

<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

I-60

52.219-4702

PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;

2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and

3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix

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Name of Offeror or Contractor:

I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	STATEMENT OF WORK	12-FEB-2007	008	ELECTRONIC IMAGE
Attachment 0002	DOCUMENT SUMMARY LIST	22-MAR-2007	003	ELECTRONIC IMAGE
Attachment 0003	CONTRACT DATA REQUIREMENT LIST	02-APR-2007	010	ELECTRONIC IMAGE

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 614430.

(2) The small business size standard is 500 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() (i) Paragraph (c) applies.

() (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-4	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001
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(a) Definition. Forced of indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the owrker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced

Name of Offeror or Contractor:

or indentured child labor.

Listed End Product:

-1-

Listed Countries of Origin:

-2-

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, cerifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those

K-5252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATEJUN/2005

efforts, the offeror certifies that it is not award of any such use of c(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

(Line Item Number)

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(Country of Origin) (if known)

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
 NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.
 (End of provision)

L-4 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, AMSAM-AC-TM-H by obtaining written and dated acknowledgement of receipt from the office designated above.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-5 252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS MAY/2006

NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Commander,
 U.S. ARMY AVIATION & MISSILE COMMAND
 ATTN: AMSAM-AC-TM-H/BERTHA MATHEWS
 Redstone Arsenal, AL 35898-5280.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document.

(End of provision)

L-6 52.215-4712 SUBMISSION OF REQUEST FOR PROPOSALS/OR BIDS (USAAMCOM) JUN/1997

(a) The following wording shall be placed in a conspicuous location on the outside of all packages or envelopes containing proposals/bids in response to Request For Proposals/or Bids:

RFP/IFB W31P4Q-07-R-0139
 DO NOT OPEN IN MAIL ROOM
 DELIVER UNOPENED TO:AMSAM-AC-TM-H/BERTHA MATHEWS

(b) Questions on technical and contractual matters or information relating to this RFP/IFB will be submitted in writing to the address in the "Issued by" block on the fac

L-7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

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www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

L-8 52.209-4702 DETERMINATION OF RESPONSIBILITY (USAAMCOM) JUN/1997

a. Award of a contract to a potential supplier is not based on lowest evaluated price alone. Due consideration shall also be given to those standards for responsible prospective contractors as set forth in FAR 9.100, including but not limited to, (1) adequate financial resources; (2) ability to comply with required or proposed delivery schedules; (3) satisfactory record of previous performance; (4) satisfactory record of integrity; (5) necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (6) necessary production, construction, and technical equipment and facilities, or the ability to obtain them, and; (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

b. Offeror agrees to furnish the Contracting Officer any information requested as to his technical, financial and production ability to perform any contract resulting from this solicitation.

c. A survey team may contact your facility for the purpose of determining your financial and technical ability to perform. Current certified financial statements and other data pertinent to this offer should be available at that time.

(End of Provision)

L-9 52.215-4700 NOTICE: SPECIFICATION INFORMATION (USAAMCOM) AUG/2001

The supplies or services described in the schedule shall be furnished in strict accordance with the specifications, drawings and requirements herein recited or referred to, all of which are incorporated herein and/or made a part hereof by reference.

For the purpose of purchasing or subcontracting as a result of this solicitation, both the offeror and the Government acknowledge that source notes on drawings, other than controlled source drawings, are for the convenience of a procuring activity. Such notes are not to be construed as restricting the source of procurement. Source information provided for the convenience of the procuring activity may include an advisory contractor part number that is not Government controlled and does not normally reflect a part equivalent to the Army Part Number (APN). Offerors must order and deliver against the APN requirements rather than contractor part numbers.

Where no Army part numbers are listed in the item description contained in the schedule and the items to be furnished are described only by manufacturer's part number or numbers, and if offeror proposes to furnish a revised or replacement part which differs in any respect from the item or items bearing the part number or numbers set forth in the schedule, offeror shall describe such differences. Offeror certifies that the item or items proposed to be furnished are interchangeable in all respects and for all purposes, with the item or items bearing the part numbers listed in the schedule.

In reviewing the drawings and specifications associated with this contract, each offeror is specifically cautioned that some of the component drawings may be identified as 'selected item drawings.' The general definition of a selected item drawing is contained in ASME Y14.100 titled Engineering Drawing Practices. It is noted that a selected item is a peculiar item in one or more characteristics and its use as specified in the technical data package is mandatory.

For selected items, i.e., those that require special screening and inspection for acceptance, it is recommended that this requirement be accomplished by the selected item manufacturer. The offeror must indicate below the point of special screening and inspection for acceptance.

Temperature cycle, stabilization bake, radiographic inspection, burn-in, electrical tests and other processing details required by the selected item drawing and related documentation are mandatory and cannot be waived, modified, changed or otherwise altered without prior approval of the Contracting Officer.

Other versions of Military High Reliability parts (e.g. JAN-TX, etc.) are not acceptable substitutes for Selected Items.

(End of Provision)

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(5) Period of time during which authorization to use each is desired.

(6) A rental equivalent will be used to determine the Government cost of authorized Government furnished property for the source selection. Therefore, when offerors calculate any claimed credit against the rental equivalent (FAR 52.245-9(c)(DOD Class Deviation 00011)), they shall treat the entire time of use in performing the proposed contract as use requiring the payment of a rental fee, and all other use outside this contract as being rent-free. Separate calculations and documentation shall be furnished on each item of property for which a credit is claimed.

(7) Written permission of the contracting officer having cognizance of the property already in the possession or control of the bidder/offeror or his proposed subcontractor to use that property without charge in performance of any contract resulting from this solicitation.

(8) Copy of any existing rental agreement or rental agreement number and name and address of administering contracting officer.

(End of Provision)

L-13 52.245-4702 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (USAAMCOM) JUN/1997

a. It is not the desire of the Government to purchase or have purchased for its account any facilities, special tooling and/or special test equipment for use in performance of any contract awarded pursuant to this solicitation.

b. The bidder/offeror is expected to provide all facilities, special tooling, and special test equipment required in the performance of this proposed contract except that existing Government-owned facilities, special tooling and special test equipment (hereinafter described as Government Production and Research Property - FAR 45.301) presently in his possession or in the possession of a proposed subcontractor, which he plans to utilize and which he must identify as required below.

NOTE: FAILURE TO RESPOND TO THE FOLLOWING APPLICABLE PORTIONS OF THIS SPECIAL PROVISION MAY CONSTITUTE BASIS FOR REJECTION OF BID/OFFER AS NONRESPONSIVE.

c. This bid/offer precludes the use of Government production and research property in possession of contractors for which rent is not being paid, or for which rent-free use is not authorized.

d. If proposed use of Government production and research property is subject to existing rental agreement, bidder/offeror will submit with his bid/offer the contract or rental agreement number and name and address of administering contracting officer.

e. If Government production and research property will be used on a rent-free basis the bid/offer must contain, as a minimum, information in response to the following for each line item in the bid/offer:

(1) A list or description of all Government production and research property which the bidder/offeror or his anticipated subcontractors propose to use on a rent-free basis which is already in possession of the bidder/offeror and his subcontractors under other contracts. Descriptions (to include age and/or acquisition cost of each item, as appropriate) shall be included for each category of property set forth in Section M.

(2) For Government production and research property already in possession of the bidder/offeror and his proposed subcontractors, identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property without charge.

(3) The amount of use (in months) of Government production and research property, and, with respect to any such property which will be used concurrently in performance of two or more contracts, the amounts of the respective use in sufficient detail to support the proration required for concurrent use.

(4) Maintenance of Government production and research property shall be performed by the bidder/offeror, and separate funding in support of this proposed procurement shall not be provided.

(End of Provision)

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SECTION M - EVALUATION FACTORS FOR AWARD
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	Regulatory Cite	Title	Date
M-1	52.245-4701	EVALUATION OF USE OF GOVERNMENT OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JUN/1997

If Government production and research property is proposed for use in performance of any contract resulting from this solicitation, each offer will be adjusted to include a rental equivalent evaluation factor for each item of such property calculated in accordance with FAR Clause 52.245-9. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto.

(End of Provision)